

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE : Case No. AAA 14 390 000897 08
LODGE NO. 5 :

- and - :
Grievance: Scott Schweizer :

CITY OF PHILADELPHIA :

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Scott Schweizer ("Schweizer") is employed by the City and is a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Schweizer's behalf challenging the City's 20-day suspension and transfer under Section 1.00 of the Disciplinary Code; and,


WHEREAS, the parties wish to resolve this matter and avoid the expense and uncertainties of litigation;

NOW, THEREFORE, the parties agree as follows:

1. Schweizer's suspension will be reduced from twenty (20) days to five (5) days and he will be made whole for any losses incurred as a result of this adjustment. All Department records shall be adjusted to reflect the change.
2. The charge of Section 1.00 of the Department's Disciplinary Code shall be expunged from Schweizer's record and replaced with a charge of Section 4.20. All Department records shall be adjusted to reflect the change.
3. The City will compensate Schweizer in the amount of \$10,000 following the execution of this agreement.
4. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
5. In further consideration of the foregoing, the Grievant agrees to release the City, its departments, boards, agencies, officials, employees and agents from any claims he had, has, or may have against them arising out of the subject matter of the aforementioned grievance.

6. The Grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject matter of said grievance, including but not limited to claims of breach of duty of fair representation.
7. Nothing in this agreement shall be construed as an admission by the City that it in any way violated the collective bargaining agreement.
8. Nothing in this agreement shall be construed as an admission by the Grievant that he in any way violated the City's Disciplinary Code.
9. This agreement is not intended in any way to set precedent or to prejudice with the respective positions of the parties in this matter or any other future disputes, grievances, or any legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
10. By entering into this agreement, all parties hereto acknowledge that they have read the agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.

WHEREFORE, the FOP, the City, and Schweizer, intending to be legally bound hereby, enter into this agreement this _____ day of _____, 2010, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police
Lodge No. 5

Date:

9/13/10

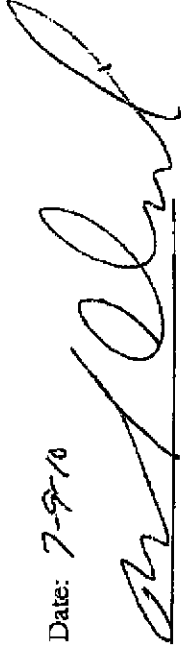
Officer Scott Schweizer

Date:

9/13/10


Philadelphia Police Department

Date: 7-9-10


Ronak R. Chokshi
Philadelphia Law Department

Date: July 8, 2010